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Attorneys for Plaintiff
Brenda Qualls

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

BRENDA QUALLS,)	Case No.: 2:23-cv-01071-BNW
)	
Plaintiff,)	STIPULATION AND PROPOSED
)	ORDER FOR THE AWARD AND
vs.)	PAYMENT OF ATTORNEY FEES
)	AND EXPENSES PURSUANT TO
MARTIN O'MALLEY,)	THE EQUAL ACCESS TO JUSTICE
Commissioner of Social Security,)	ACT, 28 U.S.C. § 2412(d) AND
)	COSTS PURSUANT TO 28 U.S.C. §
Defendant.)	1920
)	
)	

TO THE HONORABLE BRENDA WEKSLER, MAGISTRATE JUDGE
OF THE DISTRICT COURT:

IT IS HEREBY STIPULATED, by and between the parties through their
undersigned counsel, subject to the approval of the Court, that Brenda Qualls
("Qualls") be awarded attorney fees and expenses in the amount of SEVEN

1 THOUSAND FIVE HUNDRED dollars (\$7,500.00) under the Equal Access to
2 Justice Act (EAJA), 28 U.S.C. § 2412(d), and no costs under 28 U.S.C. § 1920.
3 This amount represents compensation for all legal services rendered on behalf of
4 Plaintiff by counsel in connection with this civil action, in accordance with 28
5 U.S.C. §§ 1920; 2412(d).

6 After the Court issues an order for EAJA fees to Qualls, the government
7 will consider the matter of Qualls's assignment of EAJA fees to Marc Kalagian.
8 The retainer agreement containing the assignment is attached as exhibit 1.

9 Pursuant to *Astrue v. Ratliff*, 130 S.Ct. 2521, 2529 (2010), the ability to honor the
10 assignment will depend on whether the fees are subject to any offset allowed under
11 the United States Department of the Treasury's Offset Program. After the order for
12 EAJA fees is entered, the government will determine whether they are subject to
13 any offset.

14 Fees shall be made payable to Qualls, but if the Department of the Treasury
15 determines that Qualls does not owe a federal debt, then the government shall
16 cause the payment of fees, expenses and costs to be made directly to Law Offices
17 of Lawrence D. Rohlffing, Inc., CPC, pursuant to the assignment executed by
18 Qualls.¹ Any payments made shall be delivered to Law Offices of Lawrence D.
19 Rohlffing, Inc., CPC. Counsel agrees that any payment of costs may be made either
20 by electronic fund transfer (ETF) or by check.

21 This stipulation constitutes a compromise settlement of Qualls's request for
22 EAJA attorney fees, and does not constitute an admission of liability on the part of
23 Defendant under the EAJA or otherwise. Payment of the agreed amount shall
24

25 ¹ The parties do not stipulate whether counsel for the plaintiff has a cognizable lien
26 under federal law against the recovery of EAJA fees that survives the Treasury
Offset Program.

1 constitute a complete release from, and bar to, any and all claims that Qualls and/or
2 Marc Kalagian including Law Offices of Lawrence D. Rohlfing, Inc., CPC, may
3 have relating to EAJA attorney fees in connection with this action.

4 This award is without prejudice to the rights of Marc Kalagian and/or the
5 Law Offices of Lawrence D. Rohlfing, Inc., CPC, to seek Social Security Act
6 attorney fees under 42 U.S.C. § 406(b), subject to the savings clause provisions of
7 the EAJA.

8 DATE: September 10, 2024 Respectfully submitted,

9 LAW OFFICES OF LAWRENCE D. ROHLFING, INC., CPC

10 */s/ Marc V. Kalagian*²

11 BY: _____
12 Marc V. Kalagian
13 Attorney for plaintiff
14 BRENDA QUALLS

15 DATED: September 10, 2024 JASON M. FRIERSON
16 United States Attorney

17 */s/ Michonne L. Omo*

18 _____
19 MICHONNE L. OMO
20 Special Assistant United States Attorney
21 Attorneys for Defendant
22 MARTIN O'MALLEY, Commissioner of Social
23 Security (Per e-mail authorization)

24 **ORDER**

25 Approved and so ordered:

26 DATE: 9/12/2024

Brenda Weksler

THE HONORABLE BRENDA WEKSLER
UNITED STATES MAGISTRATE JUDGE

² Counsel for the plaintiff attests that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

DECLARATION OF MARC V. KALAGIAN

I, Marc V. Kalagian, declare as follows:

1. I am an attorney at law duly admitted to practice before this Court in this case. I represent Brenda Qualls in this action. I make this declaration of my own knowledge and belief.
2. I attach as exhibit 1 a true and correct copy of the retainer agreement with Brenda Qualls containing an assignment of the EAJA fees.
3. I attach as exhibit 2 a true and correct copy of the itemization of time in this matter.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed this September 10, 2024, at Santa Fe Springs, California.

/s/ Marc V. Kalagian

Marc V. Kalagian

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 12631 East Imperial Highway, Suite C-115, Santa Fe Springs, California 90670.

On this day of September 11, 2024, I served the foregoing document described as STIPULATION FOR THE AWARD AND PAYMENT OF ATTORNEY FEES AND EXPENSES PURSUANT TO THE EQUAL ACCESS TO JUSTICE ACT, 28 U.S.C. § 2412(d) AND COSTS PURSUANT TO 28 U.S.C. § 1920 on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Ms. Brenda Qualls
3216 Brayton Mist Dr.
North Las Vegas, NV 89081

I caused such envelope with postage thereon fully prepaid to be placed in the United States mail at Santa Fe Springs, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

I declare that I am employed in the office of a member of this court at whose direction the service was made.

Marc V. Kalagian
TYPE OR PRINT NAME

/s/ Marc V. Kalagian
SIGNATURE

**CERTIFICATE OF SERVICE
FOR CASE NUMBER 2:23-CV-01071-BNW**

I hereby certify that I electronically filed the foregoing with the Clerk of the Court for this court by using the CM/ECF system on September 11, 2024.

I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the CM/ECF system, except the plaintiff served herewith by mail.

/s/ Marc V. Kalagian

Marc V. Kalagian
Attorneys for Plaintiff

SOCIAL SECURITY REPRESENTATION AGREEMENT

This agreement was made on June 12, 2023, by and between the Law Offices of Lawrence D. Rohlfing, Inc., CPC referred to as attorney and **Ms. Brenda Qualls**, S.S.N. **6850**, herein referred to as Claimant.

1. Claimant employs and appoints Law Offices of Lawrence D. Rohlfing, Inc., CPC to represent Claimant as Ms. Brenda Qualls's Attorneys at law in a Social Security claim regarding a claim for disability benefits and empowers Attorney to take such action as may be advisable in the judgment of Attorney, including the taking of judicial review.

2. In consideration of the services to be performed by the Attorney and it being the desire of the Claimant to compensate Attorney out of the proceeds shall receive **25% of the past due benefits** awarded by the Social Security Administration to the claimant or **such amount as the Commissioner may designate under 42 U.S.C. § 406(a)(2)(A) which is \$7,200.00 as of November 30, 2022**, whichever is smaller, upon successful completion of the case **at or before a first hearing decision from an ALJ**. If the Claimant and the Attorney are unsuccessful in obtaining a recovery, Attorney will receive no fee. This matter is subject expedited fee approval except as stated in ¶3.

3. The provisions of ¶ 2 only apply to dispositions at or before a first hearing decision from an ALJ. The fee for successful prosecution of this matter is **25% of the past due benefits awarded upon reversal of any unfavorable ALJ decision for work before the Social Security Administration**. Attorney shall petition for authorization to charge this fee in compliance with the Social Security Act for all time whether exclusively or not committed to such representation.

4. If this matter requires judicial review of any adverse decision of the Social Security Administration, the fee for successful prosecution of this matter is **a separate 25% of the past due benefits awarded upon reversal of any unfavorable ALJ decision for work before the court**. Attorney shall seek compensation under the Equal Access to Justice Act and such amount shall credit to the client for fees otherwise payable for that particular work. Client shall endorse such documents as are needed to pay Attorney any amounts under the EAJA and assigns such fee awards to Attorney.

5. Claimant shall pay all costs, including, but not limited to costs for medical reports, filing fees, and consultations and examinations by experts, in connection with the cause of action.

6. Attorney shall be entitled to a reasonable fee; notwithstanding the Claimant may discharge or obtain the substitution of attorneys before Attorney has completed the services for which he is hereby employed.

7. Attorney has made no warranties as to the successful termination of the cause of action, and all expressions made by Attorney relative thereto are matters of Attorney's opinion only.

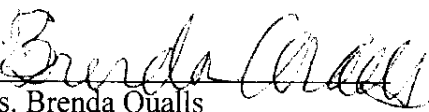
8. This Agreement comprises the entire contract between Attorney and Claimant. The laws of the State of California shall govern the construction and interpretation of this Agreement except that federal law governs the approval of fees by the Commissioner or a federal court. Business and Professions Code § 6147(a)(4) states "that the fee is not set by law but is negotiable between attorney and client."

9. Attorney agrees to perform all the services herein mentioned for the compensation provided above.

10. Client authorizes attorney to pay out of attorney fees and without cost to client any and all referral or association fees to Don H. Jorgensen, not to exceed 25% of fees.

11. The receipt from Claimant of none is hereby acknowledged by attorney to be placed in trust and used for costs.

It is so agreed.


Ms. Brenda Qualls

/s/ Laura E. Krank

Law Offices of Lawrence D. Rohlfing, Inc., CPC
Laura E. Krank

/s/ Marc V. Kalagian

Marc V. Kalagian

Brenda Qualls

Social Security case

Responsible Attorney: Marc V. Kalagian (MVK) Laura Krank (LK)
at \$244.62

Paralegal: Enny Perez (EP); Marylin Gonzalez at \$179.00

<u>DATE:</u>	<u>TIME:</u>	<u>PLGL:</u>	<u>DESCRIPTION:</u>	
12-Jun-23	0.5	EP	preparation of letter to client regarding District Court	
12-Jun-23	0.2	EP	preparation of fee waiver questionnaire and fee waiver form	
6-Jul-23	0.3	EP	letter to client after filing of complaint	
2-Aug-23	0.1	EP	receipt and review of IFP	
10-Aug-23	0.1	EP	receipt and review of amended order IFP	
11-Sep-23	0.4	EP	status letter to client after receipt of AR	
16-Aug-24	0.2	MG	preparation of letter to client regarding results	
22-Aug-24	0.3	EP	letter to AC re effectuation of judgment	
Subtotals	2.10			\$375.90

<u>DATE:</u>	<u>TIME:</u>	<u>ATTY:</u>	<u>DESCRIPTION:</u>	
31-May-23	0.8	LK	review of unfavorable and AC denial for DC	
2-Aug-23	1.2	LK	preparation of complaint	
2-Aug-23	0.3	MVK	review and revise complaint	
4-Nov-23	6.5	LK	review of AR (2100 pages) and begin outline of brief	
5-Nov-23	5.7	LK	continue legal research and writing brief	
6-Nov-23	6.5	LK	continue briefing	
7-Nov-23	5.2	LK	finish brief and final review	
8-Nov-23	1	MVK	review and revise brief for filing	
30-Nov-23	0.2	MVK	receipt and review of D's ext.	
4-Dec-23	0.1	MVK	receipt and review of order granting EOT	
25-Jan-24	0.2	MVK	receipt and review of D's seconds ext.	
29-Jan-24	0.1	MVK	receipt and review of order granting EOT	
30-Jan-24	0.2	MVK	receipt and review of email from ARC re remand	
31-Jan-24	0.3	LK	t/c with client re remand proposal	
31-Jan-24	0.2	MVK	email response to remand	
12-Feb-24	0.1	MVK	email response from ARC re counter offer	
21-Feb-24	1.2	LK	receipt and review of D's reply	
9-Aug-24	0.3	LK	receipt and review of judgment	
3-Sep-24	0.5	MVK	preparation of letter to regional counsel regarding EAJA fees and costs	
3-Sep-24	0.2	MVK	letter to client re EAJA settlement	
	0.3	LK	preparation of stipulation for EAJA fees	
Subtotals	30.6			\$7,485.37

TOTAL TIME	32.7
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EXPENSES

TOTAL EAJA	\$7,861.27
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